

RETURN DATE: JULY 29, 2019 : SUPERIOR COURT  
ANCAR, INC : J.D. STAMFORD/NORWALK  
VS. : HOUSING SESSION AT NORWALK  
FRAME & ART GALLERY LLC : JULY 12, 2019

COMPLAINT

1. Plaintiff is the owner of the premises located at 52 East Avenue in New Canaan, Connecticut.

2. On or about August 27, 2014, the Plaintiff and the Defendant agreed in a written lease, a copy of which will be filed as Exhibit A, that the Defendant would rent the commercial premises located at 52 East Avenue, New Canaan, Connecticut ("premises"), for the term of three (3) years from September 1, 2014 through and including August 30, 2017, with one option to renew the lease for an additional two (2) years from September 1, 2017, through August 31, 2019 at a monthly rental as follows, which is due on the first (1st) day of each month and late if not received by the fifth (5th) day of each month:

Year 1 -2: Sept. 1, 2014 - Aug. 31, 2016, at \$2,400/month;  
Year 3: Sept. 1, 2016 - Aug. 31, 2017, at \$2,500/month;  
Year 4: Sept. 1, 2017 - Aug. 31, 2018, at \$2,600/month;  
Year 5: Sept. 1, 2018 - Aug. 31, 2019, at \$2,700/month.

3. The Defendant used and occupied the premises as agreed under the lease and still occupies the premises.

4. The Defendant has not paid the rent due by September 5, 2018, October 5, 2018, November 5, 2018, December 5, 2018, January 5, 2019, February 5, 2019, March 5, 2019, April 5, 2019, May 5, 2019, and June 5, 2019, as agreed to in the lease.

5. On July 1, 2019, the Plaintiff had a Notice to Quit served on the Defendant and that notice required the Defendant to move out of the premises on or before July 8, 2019. The Notice to Quit is attached to this Complaint.

6. The time given in the Notice to Quit for the Defendant to move out of the premises has ended, but the Defendant has not moved out.

Wherefore, the Plaintiff asks the Court for Judgment for Immediate Possession of the Premised with its costs. The Plaintiff also asks for forfeiture to the Plaintiff of the Defendant's possessions and personal effects, because this is a nonresidential property.

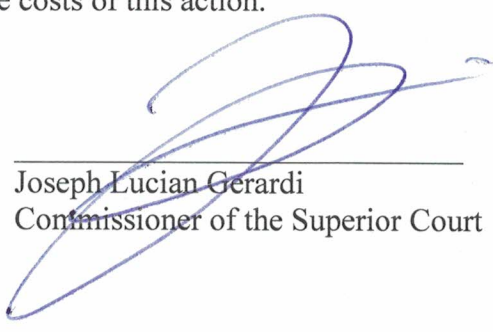
THE PLAINTIFF  
Ancar, Inc.

BY 

Joseph Lucian Gerardi  
Its Attorney

CERTIFICATION OF FINANCIAL RESPONSIBILITY

I hereby certify that I have personal knowledge of the financial responsibility of the Plaintiff and deem it sufficient to pay the costs of this action.

  
Joseph Lucian Gerardi  
Commissioner of the Superior Court